



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

June 11, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 June 11, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE LOS ANGELES COUNTY FIREFIGHTERS EMERALD SOCIETY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (Fire District) seeks approval of a foundation agreement (Agreement) with the Los Angeles County Firefighters Emerald Society (Emerald Society), a California nonprofit corporation, for the provision of volunteer services to the Fire District by the Emerald Society's Bag Pipe & Drums Band.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

- 1) Approve and instruct the Chairman to sign the attached Agreement between the Fire District and the Emerald Society; and
- 2) Delegate the authority to the Fire Chief of the Fire District to amend the Agreement as needed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County's Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, requires the Fire District to enter into Board approved agreements with affiliated foundations. The Fire District seeks to be formally affiliated with the Emerald Society. Board approval is necessary pursuant to Chapter 16 of the Fiscal Policy because the Emerald Society's Board of Directors and officers

include current or retired Fire District employees who are directly involved with the Emerald Society's policy making and its administrative operations. The Emerald Society was incorporated in 2012, for the purpose of bringing honor and tradition to the Fire District by developing a premier Bag Pipe and Drum Band to provide traditional musical services at events and ceremonies related to the Fire District such as at the Annual Firefighters Memorial Service, funerals for active and retired personnel, and other Fire District related events where services are requested to enhance the fire service profession and create bonds within communities served by the Fire District.

Terms of Agreement

The Agreement term is open and it would remain in effect unless and until terminated. The Fire District or the Emerald Society may terminate this Agreement without cause upon a 30 day written notice to the other.

The Emerald Society will:

- Purchase all equipment and related supplies at its own expense;
- Conduct trainings, meetings, band practice and perform services (inclusive of travel and transportation time) in an off-duty capacity and at no expense to the Fire District, unless otherwise authorized by the Fire District;
- Not use County time, materials or resources to engage in social media activities, unless otherwise authorized by the Fire District; and
- Provide financial information and/or reports upon request.

The Fire District will:

- Assist the Emerald Society in providing the aforementioned services to the Fire District or County events by providing staff support, temporary and occasional use of space, utilities, supplies, travel/transportation or other resources on an as- needed basis to the extent that these resources are available and are in the best interest of the Fire District and the County;
- Account for all costs incurred to support and monitor the Emerald Society and ensure such costs are accounted for separately from Fire District costs (i.e. costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.); and
- Ensure Emerald Society activities are in the best interest of the Fire District and the public.

Fire District employees who receive compensation from, and who are in an official decision making position for, the Emerald Society must disclose this information when completing the County's annual Employee Report on Outside Employment Activities. All Fire District employees engaging in Emerald Society activities will do so in an off-duty capacity, unless otherwise authorized by the Fire District.

Other than as set forth in this Agreement, the Fire District shall have no duty of payment, obligation or liability to the Emerald Society, its employees, officers, agents, or vendors or subcontractors.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal of Service Excellence as it will enhance the fire service profession and bonds within the Fire District served communities.

FISCAL IMPACT/FINANCING

The Agreement authorizes the Fire District to assist the Emerald Society by providing staff support, temporary and occasional use of space, utilities, supplies, travel/ transportation or other resources on an as-needed basis to the extent that these resources are available and are in the best interest of the Fire District and the County. The Fire District's costs incurred on behalf of the Emerald Society will be monitored to ensure that they are commensurate with the volume and significance of the benefit received. Any costs associated with the Fire District's support would not be significant and would be funded through the Fire District's Executive Budget Unit Services and Supplies Budget. There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will be administered by the Fire District and is being entered into pursuant to the County's Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth the respective duties and obligations of the Fire District and the Emerald Society with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of Fire District resources.

The Emerald Society is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized to provide the services contemplated by Agreement EIN #45-4896370 assigned by the Internal Revenue Services on July 25, 2012.

County Counsel has approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this Agreement would not have any significant fiscal impact on the Fire District's operations and will enhance the professional and community bonds within the Fire District and with the communities it serves.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return two (2) executed copies of the Agreement and two (2) copies of the adopted Board letter to:

Consolidated Fire Protection District
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attention: Debbie Aguirre, Chief, Planning Division

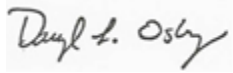
The Fire District will forward one (1) executed copy to the Emerald Society for their records.

The Honorable Board of Supervisors

6/11/2013

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Daryl L. Osby", is written over a light gray rectangular background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:cn

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND
THE LOS ANGELES COUNTY FIREFIGHTERS EMERALD SOCIETY**

This AGREEMENT is made and entered into this 11th day of June, 2013, by the **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**, referred to as "**DISTRICT**" and the **LOS ANGELES COUNTY FIREFIGHTERS EMERALD SOCIETY**, referred to as "**EMERALD SOCIETY**", a California nonprofit corporation.

WHEREAS, DISTRICT and EMERALD SOCIETY enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DISTRICT resources.

WHEREAS, DISTRICT, pursuant to Section 13861 of the Health and Safety Code, is authorized to affiliate with EMERALD SOCIETY in accordance with the terms and conditions set forth herein to render services; and

WHEREAS, EMERALD SOCIETY was incorporated in 2012, By-Laws revised on April 18, 2012, and again revised on December 28, 2012, for the purpose of bringing honor and tradition to the DISTRICT by developing a premier Bag Pipe and Drums Band; providing traditional services for the DISTRICT such as at The Firefighters Memorials and all funerals (active or retired) at which services are requested and to enhance the fire service profession and bonds within the communities that the DISTRICT serves.

WHEREAS, EMERALD SOCIETY is duly incorporated pursuant to the California Nonprofit Public Benefit Corporation Law and is authorized by law to provide the services contemplated by this Agreement; EIN # 45-4896370 provided by the Internal Revenue Service on July 25, 2012.

WHEREAS, EMERALD SOCIETY Board of Directors or officers who are currently DISTRICT employees or retirees who are directly involved with the EMERALD SOCIETY policy making or its administration and operations.

WHEREAS, EMERALD SOCIETY is qualified by reason of experience and organization to provide the services contemplated by this Agreement;

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DISTRICT and EMERALD SOCIETY do hereby agree to the following:

1. **TERM OF AGREEMENT**

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time EMERALD SOCIETY may perform the services provided for herein.

2. EMERALD SOCIETY OBLIGATIONS

EMERALD SOCIETY shall, in a manner satisfactory to DISTRICT provide the following services:

- a. EMERALD SOCIETY will purchase all equipment and related supplies at its own expense.
- b. EMERALD SOCIETY will conduct trainings, meetings, band practices and perform services (inclusive of travel and transportation time) in an off-duty capacity and at no expense to the DISTRICT, unless otherwise authorized by the DISTRICT.
- c. EMERALD SOCIETY will not use County time, materials or resources to engage in social media activities, unless otherwise authorized by the District.
- d. All DISTRICT employees engaging in EMERALD SOCIETY activities will do so in an off-duty capacity, unless otherwise authorized by the District.
- e. EMERALD SOCIETY will provide tangible support to DISTRICT (provide music via Bag Pipe and Drums band) at funeral services, Firefighter Memorials and other related services deemed appropriate by the DISTRICT.
- f. EMERALD SOCIETY will provide volunteer hours and goodwill to the DISTRICT.
- g. EMERALD SOCIETY shall, in a manner satisfactory to DISTRICT, provide the following information and/or reports:
 - i. Upon DISTRICT'S request, submit annually to DISTRICT the Annual Reporting Form for Foundation Activities.
 - ii. Upon written request not less than 30 days notice, EMERALD SOCIETY will make available to DISTRICT and the Auditor-Controller their financial records for review and audit.
 - iii. EMERALD SOCIETY will provide an account of the tangible/intangible benefits provided to DISTRICT in a narrative form that describes the programs/services provided.
 - iv. Upon request of the DISTRICT, the EMERALD SOCIETY shall produce documentation illustrating costs incurred by the DISTRICT on behalf of the EMERALD SOCIETY.
 - v. Upon written request not less than 30 days, the EMERALD SOCIETY will disclose to potential donors and funding sources the types of items, activities, and programs for which proceeds will be used.
 - vi. EMERALD SOCIETY has and will maintain tax-exempt status and any required business license(s) if it solicits monetary donations from the public.

3. DISTRICT OBLIGATIONS

- a. DISTRICT will assist EMERALD SOCIETY in providing the aforementioned services by providing staff support, temporary and occasional use of space, utilities, supplies, travel/transportation or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DISTRICT and County.
- b. DISTRICT employees who receive compensation from the EMERALD SOCIETY and who are in an official decision making position for the EMERALD SOCIETY must disclose this information when completing the annual Employee Report on Outside Employment Activities.
- c. DISTRICT will account for all costs incurred to support and monitor the EMERALD SOCIETY and are accounted for or tracked separately from DISTRICT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- d. DISTRICT costs incurred on behalf of the EMERALD SOCIETY should be commensurate with the volume and significance of the benefit received (i.e., EMERALD SOCIETY benefit to DISTRICT should outweigh the DISTRICT's costs incurred in maintaining the relationship).
- e. DISTRICT will monitor to ensure EMERALD SOCIETY activities are in the best interest of the DISTRICT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- f. Other than as set forth above, DISTRICT shall have no duty of payment, obligation or liability to EMERALD SOCIETY, its employees, officers, agents, or vendors or subcontractors.

4. EMERALD SOCIETY EMPLOYEES AND EQUIPMENT

EMERALD SOCIETY agrees that EMERALD SOCIETY has secured or will secure at EMERALD SOCIETY's own expense all persons, employees and equipment required beyond the aforementioned DISTRICT services to perform the services required under this Agreement and that all such services will be performed under EMERALD SOCIETY supervision by persons authorized by law to perform such services.

5. CONFLICT OF INTEREST

- a. EMERALD SOCIETY and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. EMERALD SOCIETY warrants that it is not now aware of any fact, which creates a conflict of interest. If the EMERALD SOCIETY hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such fact to DISTRICT. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.

- b. EMERALD SOCIETY and DISTRICT understand that Board of Director and key positions may be filled by DISTRICT employees. By acknowledgement and approval of this agreement by the Board of Supervisors, such appointments of DISTRICT employees to the Board of Director or key positions are permissible and require mandatory compliance with County conflict of interest reporting requirements.

6. TERMINATION

DISTRICT or EMERALD SOCIETY may terminate this Agreement without cause upon a 30 day written notice. All operations under this Agreement shall cease effective the 30th day after receipt of notice of termination and DISTRICT'S obligations under this Agreement shall cease on that date.

7. USE OF SERVICES

As set forth above, this Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and that the services provided under this Agreement are within the power of DISTRICT to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that EMERALD SOCIETY has adopted or amended its By-Laws or amended its Articles of Incorporation with the result that, as determined by the Fire Chief or his designee, EMERALD SOCIETY policies or programs conflict with the purpose originally declared in EMERALD SOCIETY Articles of Incorporation or with the purpose of this Agreement, DISTRICT may terminate this Agreement forthwith, and EMERALD SOCIETY shall be entitled to no further services from the DISTRICT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the Consolidated Fire Protection District of Los Angeles County.

9. CONFIDENTIALITY

EMERALD SOCIETY shall maintain the confidentiality of all records, including but not limited to DISTRICT records, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

DISTRICT shall maintain the confidentiality of all records, including but not limited to EMERALD SOCIETY records, in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

10. INDEMNIFICATION

- a. Except as otherwise provided in Section (b), EMERALD SOCIETY agrees to indemnify, defend and save harmless DISTRICT, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with EMERALD SOCIETY operations, or its services hereunder.

- b. DISTRICT agrees to indemnify, defend and save harmless any member of the EMERALD SOCIETY or any of its Directors from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising out of an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement. However, DISTRICT shall not be liable to pay additional sums on account of judgments rendered against any Director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DISTRICT employees shall remain employees of DISTRICT notwithstanding the fact they are assisting the EMERALD SOCIETY.

12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

14. RETENTION OF RECORDS

EMERALD SOCIETY agrees that DISTRICT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe any transaction, activity, time cards, or other records relating to this Agreement. Such material shall be kept and maintained by EMERALD SOCIETY for a period of four (4) years after completion of this relationship, unless the DISTRICT provides written permission to dispose of such material prior to the end of such period.

15. COMPLIANCE WITH LAWS

- a. EMERALD SOCIETY shall comply in all respects with the anti-discrimination requirements of the Los Angeles County Code and all applicable federal, State, and local laws.
- b. The parties agree to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. EMERALD SOCIETY hereby certifies and agrees that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age

Discrimination Act of 1975, Title 1X of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

- b. EMERALD SOCIETY agrees and certifies that the regulations provided in 16 (a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, Twitter and the alike. EMERALD SOCIETY agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. EMERALD SOCIETY certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. EMERALD SOCIETY certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.
- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by EMERALD SOCIETY in the areas heretofore described.
- f. If DISTRICT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DISTRICT may determine to cancel, terminate, or suspend this Agreement. While DISTRICT reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated, in addition, a determination by Equal Employment Opportunity Commission and California Department of Fair Employment and Housing that EMERALD SOCIETY has violated State or federal non-discrimination laws or regulations shall constitute a finding by DISTRICT that EMERALD SOCIETY has violated the non- discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

EMERALD SOCIETY agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.

b. All notices to the DISTRICT shall be sent addressed to the following:

County of Los Angeles
Fire Department
1320 N. Eastern Avenue
Los Angeles, CA 90063
Attn.: Executive Office

c. All notices to the EMERALD SOCIETY and its subsidiaries shall be sent addressed:

LACOFF Emerald Society
P.O. Box 3781
Westlake Village, CA 91359

21. COORDINATORS

The DISTRICT's agreement coordinator, or another designated person, shall be the District's Director of Program and shall have the authority to administer the Agreement on behalf of DISTRICT. EMERALD SOCIETY shall provide a representative to be available to DISTRICT for consultation and assistance during the performance of this Agreement.

22. FURTHER ASSURANCES

The parties confirm and agree that this Agreement is made and entered into in recognition of the longstanding public/private partnership between the DISTRICT and EMERALD SOCIETY, which has evolved over many years and will continue to do so. In light thereof, the parties agree to meet and confer in good faith, upon the reasonable request of the other, regarding the matters set forth in this Agreement and on any other issues related to the maintenance and operation of EMERALD SOCIETY.

IN WITNESS WHEREOF, EMERALD SOCIETY has executed this Agreement, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

By Michael McConut
Name
President LACOFF Emerald Society.
Title

EMERALD SOCIETY

By MARK RIDLEY-THOMAS
Name
CHAIRMAN, BOARD OF SUPERVISORS
Title

CONSOLIDATED FIRE PROTECTION DISTRICT

By Mark Ridley-Thomas
Chair, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
DEPUTY

APPROVED AS TO FORM:

John F. Kratli
County Counsel

By John F. Kratli
Senior Deputy County Counsel



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46

JUN 11 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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